3: Hutson M-5 (no date) 1921 AF16 Southwest China AF16



Discussions are held 講評書 *chiang p'ing shu*, generally in a tea shop or open courtyard, when some ancient character's merits and demerits are discussed, with a good deal of sarcasm and dramatic contortion; the speech is often lewd and the characters of many of the speakers are of the lowest; in fact many are libertines, with some wit and humour to cloak their wickedness.

A news vendor who carries a stool and books round with him is called 上馬冊冊 *shang ma ts'ê ts'ê*; he stands on the stool and sells his literature, which has a bearing on current events; his sign is a pair of chopsticks.

A news vendor of the yellow press is called 下馬 *hsia ma ts'ê ts'ê*. He travels round and carries a flag of yellow or sometimes white paper on which are written the latest sensations. He visits the towns and markets, and to this kind of individual many false rumours are to be traced. He stands on the ground as compared with the former who stands on a stool.

On the birthday of the goddess of Mercy Kuan-yin or other festival there are often mixed gatherings in the temples to hear the Buddhist doctrines preached. The crowds are often of the lowest type.

* * *

PURCHASE OF PROPERTY 田地買賣 *t'ien ti mai mai*.

THE middleman to find a purchaser first writes a *t'o yo* 託約 as an evidence of willingness to sell the property. In this deed the size of the house or the extent of the land offered for sale, and also the price wanted, must be stated. If the owner is at all an unreliable person he will probably be made to write a *yün yo* 允約 or a deed of willingness to sell, which he will have to sign in the presence of witnesses, lest he should turn round and blame the middlemen and get them into trouble.

The price should be fixed in the presence of the seller, purchaser and middlemen, 三面定價 *san mien ting chia*, but it is more commonly settled in the tea shop by the middlemen alone. After the price has been agreed upon,

3: Hutson M-5 (no date) 1921 AF16 Southwest China AF16



425 which is generally about half what was originally asked for, a small sum of money is paid down as an earnest and an agreement to that effect drawn up, *li ting yo* 立定約.
432

To draw up the permanent agreement, from which there is no departure, is called *li ta* 大 *yo*; in this agreement are included such details as *shang t'ien tsao tso chih chien* 上天造作之件 all that heaven produces connected with the land, such as trees, flowers, shrubs, fishes and wild animals; also *jên kung* 人工 *tsao tso chih chien*, all that man has made belonging to the building, etc.

It is very important that the kind of money to be used should be fixed. The middlemen see the amount in full paid over to the seller of the property, who takes the money with his own hands.

To give taxes according to the old standard under the changed name is *shui tsai yüan liang* 稅載原糧.

The buyer is allowed to take over the tenants and farm the land, *chiao tien kuo ching* 交佃過耕. The tenants have generally to be present when the money is paid over and their deposit on the land or houses deducted from the price which remains in the hands of the purchaser. A small feast is prepared for the middleman when the signature is being attached to the deeds. The seller at this juncture makes a fuss, and pretends not to be able to agree to the conditions and price, and ready money has very often to be added before this important signature can be procured. I have known many hours to be spent in wrangling over a bit of work which takes half a minute to complete.

*Yo chieh hsia pai*, 約界下碑 is to go round the boundaries of the property along with the middlemen and neighbouring landlords, who have to be invited to a feast; their presence is equivalent to their recognition of their new neighbour. The seller of property never comes to the feast, but a table will be sent to the home of the family. It is reckoned a loss of face to have to sell the family inheritance, and an occasion for pity too.

*Ch'é shên li wo* 撤神離窩, to take down the family altar and leave the nest; as long as the idols are not removed the old landlord does not reckon to have left.

3: Hutson M-5 (no date) 1921 AF16 Southwest China AF16



In cases where it is necessary for two parties to have a copy of the agreement the two papers are written together and then divided. On the side of each is written the two characters 合同 *ho t'ung*. These two papers must be produced and fitted together in order to verify their genuineness. To give over the new title deeds to the new owner is *chiao hsin ch'i* 交新契; if the old deeds (*lao* 老 *ch'i*) are not produced and given up it must be so stated in the new agreement, and that hereafter they are only waste paper.

Any family division of inheritance agreements *fên kuan* 分關 are handed over to the new owner. A *fên kuan* is rather a shaky deed on which to risk a purchase; as the old agreement is sure to be in some person's hands, and that is the test of ownership. To take over the tenants who may be on the property is called *huan tien* 換佃. The main part of the price is generally put in a cash shop till certain things are done, and the buyer and seller in company with the witnesses then go to see the money given over.

To settle the percentage to be paid to creditors when the mortgages on the property are higher than the sale price is called *t'an tang chia* 攤當價. The payment of the middlemen, *hsieh chung* 謝中 is done by the seller; the usual rate being 2 per cent.; the purchaser also gives a present of a few taels to each person engaged. The title deeds are stamped on payment of the stamp duties, *kuo shui* 過稅. The cost before the revolution was about 20 per cent. Title deeds that are not stamped are no good in law.

* * *

## MORTGAGES 典當 *tien tang*.

To mortgage to the utmost value of the property, when the mortgagee has the right to farm the land, is *ying tang kuo ching* 硬當過耕. This is equivalent to a sale, but the mortgagee "saves his face" by not selling; or he is allowed to find tenants to farm the land; this is almost the same as the other. When the former owner re[illegible]ves the right to